

Elements pursuant to Article IX, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA and Wire Center set forth on Schedule 2.1. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.4. Schedule 2.1 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule.

## **2.2 Bona Fide Request.**

Any request by AT&T for certain services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

## **2.3 Technical References.**

Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "Technical Reference Schedule") to assist the Parties in meeting their respective responsibilities hereunder.

## **2.4 Use of Services.**

Subject to the requirements of this Agreement, the Act, the Commission and the FCC, AT&T may, subject to the payment to Ameritech of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

# **ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)**

## **3.1 Scope.**

Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

### **3.2 Interconnection Points and Methods.**

3.2.1 In each LATA identified on Schedule 2.1, AT&T and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and AT&T Wire Centers on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in Article XII or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in Section 3.3. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, AT&T, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network including a mid-span meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.3 If AT&T elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with AT&T's facilities via Collocation, AT&T agrees to provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than AT&T provides to other similarly situated Telecommunications Carriers.

### **3.3 Fiber-Meet.**

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 8.1).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("OLTM") equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.3 AT&T shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the AT&T Interconnection Wire Center ("ATTWC") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary

preparations to receive, and to allow and enable AT&T to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the AIWC. AT&T shall deliver and maintain such strands wholly at its own expense. Upon verbal request by AT&T to Ameritech, Ameritech will allow AT&T access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

3.3.5 AT&T shall designate a manhole or other suitable entry-way immediately outside the ATTWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the ATTWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to AT&T, AT&T will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after AT&T's receipt of such request.

3.3.6 AT&T shall pull the fiber optic strands from the AT&T-designated manhole/entry-way into the ATTWC and through appropriate internal conduits AT&T utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLT equipment AT&T has installed in the ATTWC.

3.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the AT&T strands to the OLT equipment Ameritech has installed in the AIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which such Party's own fiber exited.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

### **3.4 Interconnection in Additional LATAs.**

3.4.1 If AT&T determines to offer Telephone Exchange Services within Ameritech's service areas in any additional LATA, AT&T shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.4.2 The notice provided in Section 3.4.1 shall include (i) the initial Wire Centers AT&T has designated in the new LATA; (ii) AT&T's requested Interconnection Activation Date; and (iii) a non-binding forecast of AT&T's trunking requirements.

3.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center AT&T has identified as its initial Routing Point in the LATA as the ATTWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest

to the ATTWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

3.4.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred fifty (150) days. Within ten (10) Business Days of Ameritech's receipt of AT&T's notice specified in Section 3.4.1, Ameritech and AT&T shall confirm the AIWCs, the ATTWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 2.1.

3.5 **Additional Interconnection in Existing LATAs.** If AT&T deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, AT&T shall be entitled, upon written notice thereof to Ameritech, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional AT&T Central Offices, Ameritech shall be entitled, upon written notice thereof to AT&T, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.6 **Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.6, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If AT&T requests an Interconnection that is of a different quality than that provided by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

### 3.7 **Network Management.**

3.7.1 AT&T and Ameritech shall work cooperatively to install and maintain a reliable network. AT&T and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.7.2 AT&T and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

### **3.8 Standards of Performance.**

3.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with Section 3.6 as determined by this Section 3.8 and (ii) as required by the Commission (collectively, the "Interconnection Performance Benchmarks").

3.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria listed on Schedule 3.8 (each, an "Interconnection Performance Activity") relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the "Providing Party's Interconnection Records") and to other LECs (the "Other LEC Interconnection Records") and parallel records of the Interconnection that the Providing Party provides to the other Party (the "Other Party's Interconnection Records") and shall use the methods described in Schedule 3.8 to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Activity and with such additional criteria to which the Parties may agree upon, including those regarding Ameritech's compliance with different performance levels and intervals requested by AT&T and provided by Ameritech pursuant to Section 3.6 and a Bona Fide Request.

3.8.3 The Providing Party shall provide to the Other Party for each calendar month (a "Reporting Period"), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a "Specified Performance Breach". Notwithstanding anything to the contrary in this Section 3.8, the Parties acknowledge that (x) the Providing Party shall not be required to provide to the other Party those Other LEC Interconnection Records that correspond to and measure levels of quality and performance levels and intervals of Interconnection that are requested by an Other LEC pursuant to 47 C.F.R. §51.305(a)(4); (y) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (z) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

3.8.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing

Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

3.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

3.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers, including those described on Schedule 10.9.6.

3.8.7 The Parties' agreement to the procedures set forth in this Section 3.8 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

### 3.9 9-1-1 Service.

3.9.1 Ameritech shall provide 9-1-1 Service to AT&T as described in this Section 3.9 in each Rate Center in which (i) AT&T is authorized to provide local exchange services and (ii) Ameritech is the 9-1-1 service provider.

#### 3.9.2 Service and Facilities Provided.

- (a) Ameritech will provide AT&T with multiplexing at a designated Ameritech Central Office at the rates set forth at Item I of the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. Ameritech will also provide AT&T with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity to route AT&T's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth at Item I of the Pricing Schedule. If AT&T forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by AT&T, Ameritech will display a Central Office identification code for display at the PSAP.

- (b) AT&T will provide the necessary trunking to route originating 9-1-1 traffic from AT&T's End Office(s) to the Ameritech Control Office(s). The points of Interconnection for primary and diverse routes are identified at Section 2 of Schedule 3.9. AT&T may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- (c) Ameritech will provide to AT&T, in paper or mechanized format, an address and routing file that will specify which 9-1-1 Control Office serves as the jurisdictional 9-1-1 answering point for Customers within the Exchange Areas served by AT&T. The address and routing file will be provided by exchange rate center or community upon request. A specified charge as set forth at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to AT&T in a paper format any updates to the address and routing file.
- (d) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of AT&T Customer information. Access coordination will include:
  - (1) Ameritech provided format requirements and a delivery address for AT&T to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in Section 3.9.2(h);
  - (2) Coordination of error resolution involving entry and update activity;
  - (3) Provisioning of specific 9-1-1 routing information on each access line;
  - (4) Updating the Ameritech ALI database from paper records of service order activity supplied by AT&T is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category "Optional Manual Update"; and
  - (5) Providing AT&T with reference data required to ensure that AT&T's Customer will be routed to the correct Control Office when originating a 9-1-1 call.
- (e) AT&T shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group (the "9-1-1

**Control Office Software Enhancement Connection Charge”). Although the services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office, AT&T may, at its sole option, designate that an NXX shall reside in more than one 9-1-1 Control Office.**

- (f) In the event of an Ameritech or AT&T 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
- (g) Ameritech will provide the order number and circuit identification code in advance of the service due date.
- (h) AT&T or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. AT&T is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. AT&T shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by AT&T or its third party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing AT&T with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (i) AT&T will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. AT&T will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- (j) Incoming trunks for 9-1-1 shall be engineered to assure minimum P.01 grade of service as measured using the “busy day/busy hour” criteria.

### **3.9.3 Compensation.**

In addition to the amounts specified in **Section 3.9.2**, AT&T shall compensate Ameritech as set forth at Item I of the Pricing Schedule.



**3.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.**

- (a) Ameritech is not liable for the accuracy and content of CNA data that AT&T delivers to Ameritech. AT&T is responsible for maintaining the accuracy and content of that data as delivered.
- (b) Notwithstanding anything to the contrary contained herein, Ameritech's liability to AT&T and any third person shall be limited to the maximum extent permitted by Mich. Comp. Laws Section 484.1604.

**ARTICLE IV  
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE  
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**4.1 Scope of Traffic.** Article IV prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

**4.2 Limitations.** No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

**4.3 Trunk Group Architecture and Traffic Routing.**

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

**4.3.1** Each Party shall initially configure either a one (1)-or a two (2)-way trunk group as a direct transmission path between each ATIWC and AIWC.

**4.3.2** Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan.

**4.3.3** Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

**4.3.4** Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. Pursuant to Article V, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches.

4.3.5 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement, subject to Section 19.12 of this Agreement.

#### **4.4 Signaling.**

Signaling Interconnection may be used for signaling between AT&T switches, between AT&T switches and Ameritech switches, and between AT&T switches and those third party networks with which Ameritech's SS7 network is interconnected.

4.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating exchange access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

#### **4.5 Grades of Service.**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

#### **4.6 Measurement and Billing.**

4.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all

calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

4.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

#### **4.7 Reciprocal Compensation Arrangements – Section 251(b)(5).**

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or AT&T which a Telephone Exchange Service Customer originates on Ameritech's or AT&T's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule.

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.7.

### **ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

5.1 Scope of Traffic. Article V prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers. Compensation for such Exchange Access traffic is provided for in Article VI.

## **5.2 Trunk Group Architecture and Traffic Routing.**

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to AT&T's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and nontranslated 800/888 traffic to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

5.2.4 In each LATA identified on Schedule 2.1, each AT&T End Office Switch in that LATA shall subtend each Ameritech access Tandem in that LATA.

5.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

## **ARTICLE VI MEET-POINT BILLING ARRANGEMENTS**

### **6.1 Meet-Point Billing Services.**

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

6.1.2 AT&T shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.1 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.1 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association ("NECA") FCC Tariff No. 4. AT&T shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

6.1.4 Each Party shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

## **6.2 Data Format and Data Transfer.**

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the EMR format. The Parties shall agree to a fixed billing period in the Implementation Plan.

6.2.2 AT&T shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

6.2.3 Ameritech shall provide to AT&T, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and AT&T shall use best efforts to utilize electronic data transfer.

6.2.4 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

## **6.3 Errors or Loss of Access Usage Data.**

6.3.1 Errors may be discovered by AT&T, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the

availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

**6.4 Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

**6.5 Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements.** In addition to the limitations of liability set forth in Article XXVI and elsewhere in this Agreement, the following limitations on liability shall apply with respect to the Meet-Point Billing arrangements described in this Article VI:

**6.5.1** In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited only to the provision of corrected data only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2.

**6.5.2** In recognition that neither Party is being compensated for services rendered under this Article VI, in no event shall a Party's liability to the other Party for any Loss relating to or arising out of any act(s) or omission(s) in its performance of its obligations under this Article VI exceed \$10,000 in any one (1) month period.

## **ARTICLE VII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **7.1 Information Services Traffic.**

**7.1.1** Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

**7.1.2** The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

**7.1.3** In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers and establish uncollectible reserves pursuant to the Terminating Party's agreements with each information provider.

7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth at Item III of the Pricing Schedule; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

## **7.2 BLV/BLVI Traffic.**

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

### **7.3 Transit Service.**

7.3.1 Ameritech shall provide AT&T Transit Service as provided in this Section 7.3.

7.3.2 "Transit Service" means the delivery of certain traffic between AT&T and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from AT&T to such third party LEC or CMRS provider and (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to AT&T where Ameritech carries such traffic pursuant to the Commission's primary toll carrier ("PTC") plan or other similar plan.

7.3.3 The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from AT&T that is delivered over the Transit Service ("Transit Traffic"):
  - (1) AT&T shall:
    - (A) Pay to Ameritech a Transit Service charge as set forth at Item V of the Pricing Schedule; and
    - (B) Reimburse Ameritech for any charges, including switched access charges, that a third party LEC or CMRS provider with whom Ameritech does not have a Transit Service agreement similar to that set forth in this Section 7.3 imposes or levies on Ameritech for delivery or termination of any such Transit Traffic.
  - (2) Ameritech shall remit to AT&T any access charges Ameritech receives from such third party LEC or CMRS provider in connection with the delivery of such Transit Traffic.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to AT&T from a third party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether Ameritech is the PTC) and (ii) Ameritech has a transiting arrangement with such third party LEC or CMRS provider which authorizes Ameritech to deliver such traffic to AT&T ("Other Party Transit Agreement"), then Ameritech shall deliver such Local Traffic and IntraLATA Toll Traffic to AT&T in accordance



with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not AT&T) shall be responsible to pay Ameritech the applicable Transit Service charge.

- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from AT&T in accordance with the terms and conditions of such PTC arrangement.

7.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to AT&T, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to AT&T and (ii) the termination of this Agreement, Ameritech will provide AT&T with Transit Service.

7.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third party LEC or CMRS provider, Ameritech will deliver such information to the terminating third party LEC or CMRS provider. In all cases, AT&T is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

7.3.6 For purposes of this Section 7.3, Ameritech agrees that it shall make available to AT&T, at AT&T's sole option, any transiting arrangement Ameritech's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

## **ARTICLE VIII INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

**8.1 Plan.** Within ninety (90) days after the Effective Date, AT&T and Ameritech shall jointly develop a plan (the "Plan") which shall define and detail:

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in Section 3.6;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in Article III and the trunk groups specified in

Articles IV and V, including standards and procedures for notification and discoveries of trunk disconnects;

- (c) disaster recovery and escalation provisions; and
- (d) such other matters as the Parties may agree.

**8.2 Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article XII.

**8.3 Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of Section 3.8.

**8.4 Additional Terms.** Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

## **ARTICLE IX UNBUNDLED ACCESS – SECTION 251(c)(3)**

### **9.1 Access to Network Elements.**

**9.1.1** Ameritech shall provide AT&T access to Ameritech's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX and the requirements of the Act. Ameritech shall provide AT&T access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of Article II and as required by the Act, in a manner that shall allow AT&T to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Article IX, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to AT&T if:

- (1) The Commission concludes that:
  - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to AT&T on an unbundled basis; and
  - (B) AT&T could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- (2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service AT&T seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

9.1.3 Ameritech shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, AT&T shall pay to Ameritech any applicable special construction charges.

**9.2 Network Elements.** At the request of AT&T, Ameritech shall provide AT&T access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on Schedule 9.2.1;

9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

9.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

9.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

9.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

9.2.6 Operations Support Systems ("OSS") Functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

9.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

### 9.3 Combination of Network Elements.

9.3.1 Ameritech shall provide Network Elements to AT&T in a manner that shall allow AT&T to combine such Network Elements (a "Combination") in order to provide a Telecommunications Service. When purchasing a Combination, AT&T will have access to all features and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply, except to the extent not technically feasible given the specific manner in which AT&T has requested that the elements be combined.

9.3.2 Except upon the request of AT&T, Ameritech shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.3 Upon AT&T's request, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements in any manner, even if those elements are not ordinarily combined in Ameritech's network; provided that such combination is (i) technically feasible and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network. In addition, upon a request of AT&T that is consistent with the above criteria, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.

9.3.4 Ameritech shall make available to AT&T the following Combinations at the rates set forth at Item V of the Pricing Schedule:

9.3.4.1 Unbundled Element Platform with Operator Services and Directory Assistance. This Combination is described on Schedule 9.3.4.

9.3.4.2 Loop Combination. This Combination is described on Schedule 9.3.4.

9.3.4.3 Switching Combination #1. This Combination is described on Schedule 9.3.4.

9.3.5 The following Network Elements and Combinations shall be requested by AT&T in accordance with Section 9.6:

9.3.5.1 Unbundled Loop - Distribution.

- 9.3.5.2 Unbundled Loop - Concentrators/Multiplexers.
- 9.3.5.3 Unbundled Loop - Feeder.
- 9.3.5.4 Loop/Network Combination. This Combination is described on Schedule 9.3.5.
- 9.3.5.5 Switching Combination #2. This Combination is described on Schedule 9.3.5.
- 9.3.5.6 Switching Combination #3. This Combination is described on Schedule 9.3.5.
- 9.3.5.7 Switched Data Services. This Combination is described on Schedule 9.3.5.
- 9.3.5.8 Unbundled Element Platform without Operator Services and Directory Assistance. This Combination is described on Schedule 9.3.5.

9.3.6 Any request by AT&T for Ameritech to provide any Combination other than as set forth in Section 9.3.4, to combine the unbundled Network Elements of Ameritech with AT&T, or to perform any other function under this Section 9.3 shall be made by AT&T in accordance with Section 9.6.

#### **9.4 Nondiscriminatory Access to and Provision of Network Elements.**

9.4.1 Subject to Section 9.4.4, the quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to AT&T shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 Subject to Section 9.4.4, the quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to AT&T hereunder shall be at least equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by AT&T, or access to such Network Element at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Ameritech shall provide AT&T access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission pursuant to Section 9.1.2.

9.4.4 Upon the request of AT&T, Ameritech shall provide to AT&T a Network Element and access to such Network Element that is different in quality to that required under Sections 9.4.2 and 9.4.3, unless Ameritech proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by AT&T for Ameritech to provide any Network Element or access thereto that is different in quality shall be made by AT&T in accordance with Section 9.6.

## **9.5 Provisioning of Network Elements.**

9.5.1 Ameritech shall provide AT&T unbundled Network Elements as set forth on Schedule 9.5.

9.5.2 Ameritech shall provide AT&T access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the Operations Support Systems functions that relate to the Network Elements that AT&T purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in Schedule 9.2.6 and the Implementation Plan.

9.5.3 Prior to submitting an order for a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary local exchange carrier, AT&T shall comply with the requirements of Section 10.11.1.

## **9.6 Availability of Additional or Different Quality Network Elements.**

Any request by AT&T for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by AT&T of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

## **9.7 Pricing of Unbundled Network Elements.**

9.7.1 Ameritech shall charge AT&T the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If AT&T requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge AT&T for any additional and reasonable labor charges to perform such services.

9.7.2 In addition to any other applicable charges under this Article IX, if AT&T purchases unbundled Local Switching elements, AT&T shall pay Ameritech:

- (a) for interstate minutes of use traversing such unbundled Local Switching elements, the carrier common line charge described in 47 C.F.R. § 69.105 and a charge equal to seventy-five percent (75%) of the interconnection charge described in 47 C.F.R. § 69.124, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;
  - (2) The later of the effective date of a final FCC decision in CC Docket No. 94-45, Federal-State Joint Board on Universal Service, or the effective date of a final FCC decision in a proceeding to consider reform of interstate access charges; or
  - (3) The date on which Ameritech is authorized to offer in-region interLATA service in Michigan pursuant to Section 271 of the Act; and
- (b) for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in Section 9.7.2(a) and any explicit intrastate universal service mechanism based on access charges, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;
  - (2) The effective date of the Commission's decision that Ameritech may not assess such charges; or
  - (3) The date on which Ameritech is authorized to offer in-region interLATA service in Michigan pursuant to Section 271 of the Act.

9.7.3 If AT&T orders a Combination identified in Section 9.3.4 and the provision of any such Combination requires Ameritech to modify any of its existing systems, service development processes or its network (beyond that required for Ameritech to provision its own retail services) to provide access to such Combination, AT&T shall be required to compensate Ameritech for any costs incurred to provide access to such Combination.

9.8 **Billing.** Ameritech shall bill AT&T for access to unbundled Network Elements pursuant to the requirements of Article XXVII to this Agreement.

## **9.9 Maintenance of Unbundled Network Elements.**

9.9.1 Ameritech shall provide maintenance of Loops or Combinations which include Loops as set forth in Schedule 10.13.

9.9.2 If (i) AT&T reports to Ameritech a suspected failure of a Network Element, (ii) AT&T requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then AT&T shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

## **9.10 Standards of Performance.**

9.10.1 Ameritech shall provide to AT&T access to unbundled Network Elements (i) in accordance with Section 9.4 as determined by this Section 9.10 (including any Combinations, service levels and intervals that may be requested by AT&T and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the "Ameritech Network Element Performance Benchmarks").

9.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of specific criteria listed in Schedule 9.10.2 which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding Ameritech's compliance with different performance levels and intervals of such Network Elements (and Combinations thereof) requested by AT&T and provided by Ameritech pursuant to Section 9.6 and a Bona Fide Request (each, a "Network Element Performance Activity") relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the "Ameritech NE Records") and parallel records of the access to unbundled Network Elements Ameritech provides to (i) AT&T (the "AT&T NE Records") and (ii) other LECs in the aggregate (the "Other LEC NE Records"). In addition, the Parties may supplement the Network Element Performance Activities as provided in Section 18.6. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

9.10.3 Ameritech shall provide to AT&T for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format the Ameritech NE Records, the AT&T NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed a "Specified Performance Breach". Notwithstanding anything to the contrary in this Section 9.10.3, the



Parties acknowledge that (x) Ameritech shall not be required to provide to AT&T those Other LEC NE Records that correspond to and measure a level of quality and performance levels and intervals of unbundled Network Elements that are requested by an Other LEC pursuant to 47 C.F.R. §51.311(c) and Section 9.6 and which are superior to that which Ameritech provides to AT&T hereunder, (y) the Other LEC NE Records shall be provided to AT&T on an aggregate basis and (z) such Other LEC NE Records shall be provided to AT&T in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

9.10.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

9.10.5 Upon the occurrence of a Specified Performance Breach by Ameritech, AT&T may forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

9.10.6 AT&T shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Ameritech offers Credit Allowances to its Customers, including those described on Schedule 10.9.6.

9.10.7 The Parties' agreement to the procedures set forth in this Section 9.10 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.